

**The Chairperson and Members  
Central Area Committee**

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**With reference to the proposed grant of Short Term Letting Agreement for a Unit at Memorial Court, Islandbridge, Dublin 8.**

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By way of Licence Agreement dated 9<sup>th</sup> April 2013 Dublin City Council granted the Memorial Court Social Committee Limited use of a retail unit at Memorial Court, Islandbridge, Dublin 8 as shown outlined in red on Map Index No. SM-2013-0076, for a term of 11 months commencing on 9<sup>th</sup> April 2013 and subject to a licence fee of €100. The current licence dated 2<sup>nd</sup> March 2017 expired on 8<sup>th</sup> November 2017 (granted to Marie Synott and others).

The South Central Area Office has confirmed that there is no objection to a short term letting agreement being put in place for a further period subject to the terms and conditions set out below:

1. That the letting area is as shown outlined in red on attached map Index No. SM-2013-0076.
2. That the letting shall be for a period of 3 years from the 10<sup>th</sup> December 2017 to 9<sup>th</sup> December 2020. A further letting may be granted subject to the agreement of both parties.
3. That the annual market rent shall be €15,900 per annum abated to €100 per annum provided the unit is used by the abovementioned lessees for non-profit making community purposes only.
4. That the tenant will be required to sign a Deed of Renunciation.
5. That the letting can be terminated by either party on giving the other one months notice in writing.
6. That nothing in this agreement shall be construed as granting any estate, interest or title whatsoever in the letting area to the tenant save to the extent necessary to enable the provisions of this agreement to be fulfilled.
7. That any use or act in or around the unit that causes any disturbance, nuisance, danger or source of annoyance to the landlord, occupiers of neighbouring premises or the public at large shall not be permitted.
8. That the tenant shall not sub-let or assign the letting area or part of to any other party.

9. That all outgoings, including insurance, electricity and the repairs and maintenance of the letting area shall be the sole responsibility of the tenant.
10. That the premises shall be used solely for non-profit making community purposes and in the event of the property ceasing to be used by the tenant for such purpose on a regular basis, the property shall revert free of charge to Dublin City Council.
11. That on termination of the letting, the tenant at its own expense shall remove all materials not belonging to Dublin City Council and shall leave the property clean and cleared to the satisfaction of the City Council.
12. That the unit shall be secured and locked when not in use.
13. That the tenant will be responsible for appropriate insurances as determined by Dublin City Council, including Public Liability Insurance of €6.5m and Employer's Liability Insurance of €13m, and shall indemnify Dublin City Council against all actions, proceeding, costs, claims, demands and liabilities whatsoever arising from all and every activity carried out or promoted by the tenant and its agents in connection with the facilities on the premises. It shall not do or suffer to be done any activity in any part of the premises which would render void or voidable the insurances of the premises.
14. That the tenant shall be responsible for any repairs and decoration necessary to make the premises safe and suitable for the activities carried out therein.
15. That the tenant shall not carry out any alterations to the premises without the prior written consent of Dublin City Council.
16. That the letting will be subject to any other terms and conditions deemed appropriate by the City Council's Law Agent.
17. That each party shall be responsible for their own legal and professional costs plus VAT in this matter.

**Richard Shakespeare**  
**Assistant Chief Executive**

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